

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 66			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DTRT57-09-R-20008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/13/2009		6. REQUISITION/PURCHASE NUMBER 4E-7432	
7. ISSUED BY U.S. DOT/RITA/Volpe Center 55 Broadway, RVP-31 Cambridge MA 02142-1001		CODE RVP-31		8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1500 ET local time 04/21/2009
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Elizabeth A Segal	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS segal@volpe.dot.gov
	AREA CODE 617	NUMBER 494-2401	EXT.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	26. NAME OF CONTRACTING OFFICER (Type or print) Elizabeth A. Segal
CODE		CODE	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
			28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SCOPE (FEB 2009)

The Contractor shall furnish all personnel, facilities, equipment, support, and management necessary to provide the construction services required under this contract and its associated task orders. The scope of this effort is defined in the Work Statement (see Section C of this document). Specific requirements will be stated in individual task orders.

B.2 MINIMUM/MAXIMUM AMOUNT OF WORK (FEB 2009)

A. Multiple Contract Awards: (To be completed at time of award) contracts have been awarded under the Volpe Center Solicitation No. DTRT57-09-R-20008.

B. The minimum guarantee that shall be ordered for each contract by means of one or more task orders during the ordering period of this contract is \$2,500. The maximum amount of services and/or construction that may be ordered under all contracts during the ordering period of this contract is (to be completed at time of award). As more orders are issued under one contract, the value of orders, which can be issued under the remaining contract or contracts, drops by an equal amount.

C. The minimum guarantee for each contract is reached when the sum of the dollar amounts of all ordered services, equals or exceeds the minimum amount stated in Paragraph B.

D. The maximum dollar amount is reached when the sum of the dollar amounts of all ordered supplies or services, under all awarded contracts equals the maximum amount stated in Paragraph B.

E. Reaching the maximum amount of the task order price does not preclude adjustments to the dollar amounts of existing placed orders, to complete actions of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause, as long as the maximum amount of the contract ceiling amount is not exceeded.

B.3 PRICING (FEB 2009)

A. Firm-Fixed-Price task orders will be for construction performed at prices expressly provided for in the awarded task order.

B. The proposed profit included in the Firm-Fixed-Price for each task order shall not exceed (to be filled in by the Offeror)* of the proposed total costs expected to be incurred in the performance of the task order under the contract.

* To be completed by Offeror at the time of offer submission, based on information in Offeror's Price Proposal. (See Section L of this RFP.)

B.4 CONTRACT LINE ITEMS (JUN 2008)

<u>ITEM NO.</u>	<u>SERVICES</u>
0001	The Contractor shall provide all the personnel, materials, equipment, and supplies necessary to perform the task orders issued for fire life safety upgrades in accordance with the Statement of Work at various locations across the United States in accordance with Section C and the terms and conditions of the contract type set forth below:
0001AA	FIRM-FIXED-PRICE TYPE TASK ORDERS

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

FIRE LIFE SAFETY CONSTRUCTION SUPPORT SERVICES

C.1 INTRODUCTION

The John A. Volpe National Transportation Systems Center (Volpe Center) is a Federal fee-for-service organization within the Research and Innovative Technology Administration (RITA) of the United States Department of Transportation (US DOT). The Volpe Center is providing technical and management support to the Federal Aviation Administration (FAA) in implementing their environmental and safety programs. Specifically, the FAA has requested assistance in bringing Air Traffic Control Towers (ATCT) into compliance with the Occupational Health and Safety Administration's (OSHA) Fire Life Safety (FLS) standards.

The mission of the FAA is to provide a safe, secure, and efficient aviation system that contributes to national security. Among its many responsibilities, the FAA manages and operates the National Airspace System (NAS), which supports all air operations within the United States (US), US territories and outlying areas. The NAS is the largest, busiest, and most technically advanced aviation operation in the world, comprising air traffic control, systems security, international coordination, and mechanical operations of air traffic tracking and control devices.

C.2 BACKGROUND

To manage the considerable environmental and safety issues associated with NAS operations, the FAA, like other federal agencies, must comply with a complex set of federal, state, and local environmental and occupational safety and health statutes, regulations, executive orders, and directives. Negotiated labor agreements have also established stringent supplemental legal requirements to enhance protections for FAA employees. To meet these compliance challenges, the FAA administers an Environmental, Occupational Safety and Health (EOSH) program, which spans a range of compliance management areas. The EOSH program is directed and funded from the headquarters level, but is managed and implemented at the Service Center level throughout three (3) FAA Service Areas and two (2) Technical Centers.

The Volpe Center supports the FAA's Fire Life Safety (FLS) program to ensure that towers, centers, and other facilities comply with OSHA regulations, NFPA standards, and other federal, state, and local requirements. The FLS Program performs modifications to existing fire and life safety systems and ensures that new systems are designed and installed, according to applicable FLS codes, thus providing employees and NAS users with updated safe, efficient, and supportable solutions, and ensuring the safety of facilities and working conditions. Due to the uniqueness of design and function, ATCTs are a major emphasis within the FLS Program. Many ATCTs (single egress) do not meet emergency egress requirements outlined in OSHA's Code of Federal Regulations (CFR) Title 29, Part 1910.36. It is also important to note that, due to the nature of critical air traffic operations, some occupants may not be able to evacuate ATCTs immediately. Because of these issues, the FAA, after thorough consultation with employee representatives, requested from OSHA an alternate provision which provides a level of protection in ATCTs equivalent to that required in 29 CFR 1910.36. These provisions are contained in 29 CFR 1960.20, *Alternate Standard for Fire Safety in Airport Traffic Control Towers (ATCTs)*. To implement the new standard, significant construction alterations are required to upgrade the fire protection capabilities of ATCTs. Therefore, the Volpe Center will provide turnkey services to assist the FAA in implementing the FLS Program, including performing construction upgrades to ATCTs and other facilities.

C.3 REFERENCES

The following list of specifications is identified for reference only. The standards and specifications that require compliance will be identified at the task order level.

C.3.1 OSHA CRITERIA

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1960.20	Alternate Standard for Fire Safety in Airport Traffic Control Towers.

FM GLOBAL (FM)

FM P7825	Approval Guide
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 – 2002	Standard for Portable Extinguishers
NFPA 70 - 2002	National Electrical Code
NFPA 72 - 2002	National Fire Alarm Code
NFPA 90A - 1999	Installation of Air Conditioning and Ventilating Systems
NFPA 92A - 2000	Recommended Practice for Smoke Control Systems

UNDERWRITERS LABORATORIES INC. (UL)

UL FPED - 2004	Fire Protection Equipment Directory
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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A117.1	Accessible and Usable Buildings and Facilities
NECA 1	ANSI Standard Practices for Good Workmanship in Electrical Contracting
NECA 101	ANSI Standard for Installing Steel Conduit

C.3.2 Compliance

Work shall meet or exceed the minimum requirements established by the State in which the work is being executed in applicable statutes and administrative codes. The Contractor shall also meet or exceed all applicable federal, state, and local regulations pertaining to worker safety and training. THESE DOCUMENTS ARE UNDER CONSTANT REVISION. The Contractor shall be responsible for compliance with the most recent revisions of the regulations throughout the duration of work on the project. The Contractor shall also be responsible for compliance with all applicable Federal and local regulations, and appropriate military procedures and compliance agreements. The Contractor shall not represent the Government in any discussions or negotiations with regulators, but may only provide technical support to Government personnel. See Section C.3 for references.

C.3.3 Inspection

Inspection and Acceptance will be conducted in accordance with the contract in Section E. In addition, Federal, State or local agencies may require their representative(s) to be present during inspections. These agencies may request the Volpe Center to require additional data for agency tests. The Contractor shall comply with all such inspection requirements. The Contractor shall notify the CO and TOCOTR as soon as possible of any inspections. Typical inspections required are contractor pre-testing, Contractor Acceptance Inspections (CAI) formal acceptance with project team, and Joint Acceptance Inspections (CAI) formal acceptance with Facility representatives. The Authority Having Jurisdiction (AHJ) and requirements for permitting will be identified at the Task Order level.

C.4 TASKS TO BE PERFORMED

It is stressed that ATCTs are critical to air traffic control. As such, great care must be taken to ensure that work described herein is performed in a manner that will not disrupt the day to day facility operations.

C.4.1 Construction

The requirements related to construction activities will be described in individual awarded task orders. The Contractor shall perform all necessary actions to address specific requirements of the task order. The entire spectrum of FLS construction, upgrades, and retrofits applies. In general, work will take place in active ATCTs. Noise, odor, dust and security restrictions shall apply. Core drilling, welding, testing of fans, elevator recall, fire alarm, HVAC shutdown, notification appliances and other work disruptive to occupants will be prohibited during normal working hours (specific requirements shall be detailed in individual Task Orders), generally between 6:00 a.m. and 10:00 p.m., thus night work will be required as determined by the contract, the Resident Engineer and the FAA facility. Night work shall be identified in the individual task orders. Typically, small municipal airport upgrades can be performed during normal working hours. However, larger active towers typically require full night shift work schedules. Innovative construction processes will be considered and implemented when the innovative construction technologies offer the potential for comparable or superior performance or economy compared to demonstrated technologies. Innovative technologies may be defined as newly developed technologies or new applications of existing technologies that lack complete cost and performance data.

The Contractor shall be required to adhere to all appropriate laws, codes, regulations, and guidance and shall be required to perform all work in full compliance with applicable federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by its personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting Officer (CO) by written notice. Nothing in this contract shall relieve the Contractor of their responsibility to comply with applicable laws and regulations. The General Contractor (GC) shall be licensed to perform GC work, although this will not be required at a specific state level unless local regulations and/or AHJ require this (non FAA-owned facilities).

C.4.1.1 Types of Construction Activities

A wide variety of potential construction activities could be expected in this contract. The majority of these possible actions are included below. However, this list is not intended to be all inclusive. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract. Core contractor/subcontractor competency (design/operation/installation) shall be demonstrated in the following areas:

- Fire alarm (Class A) design/installation/testing/training
- Fire stopping
- Fire proofing, spray on, gypsum board, intumescent paints
- Electrical Work, interior and exterior
- General - Cutting, Coring and Patching
- General - Masonry work
- General - Carpentry - fire rated doors, ceiling and wall assemblies
- General – Painting
- General – Mechanical – exit signs, demolition, extinguishers, signs, etc.
- Installation/alterations of mechanical fire protection systems - sprinkler, standpipe, fire pumps
- Installation of fire dampers
- Asbestos abatement
- Lead-based paint abatement
- Welding and metal work
- Design capabilities/AutoCAD support
- Technical manual production, training, inspections

C.4.1.2 Operation & Maintenance (O&M) Manuals and Training

Task orders may include the requirements for the Contractor to provide full and complete O&M Manuals for a fire protection system at a given facility, as well as training of facility personnel for equipment provided by the contractor during construction, including the development/compilation of O&M manuals for Contractor-supplied equipment. Specific requirements for these services will be included in individual task orders.

C.4.2 Plans and Reports

As specified in the contract, and in the individual task orders, the Contractor shall be required to conduct various types of construction and upgrades, and provide design services incidental to the execution of the construction actions described above. The results of such efforts will be presented in subsequent plans, reports, and submittals as described herein.

C.4.2.1 Plans, Reports, and Submittals

- A work plan that acknowledges existing conditions and describes the construction methods and procedures that will be used to satisfy the statement of work, Engineering Design Packages (plans/specifications) and bring sites into compliance with OSHA regulations. In response to each individual task order request for proposal or statement of work, the Contractor shall be required to prepare a detailed Work Plan. The Work Plan shall show schedule of tasks, milestones, deliverables, progress meetings, labor loading and budget schedules, and travel requirements for each task. Subcontractor requirements and key personnel shall also be identified.
- Procedures to be utilized for minimizing work that will be intrusive or disruptive to facility employees (Risk Management Plans, Impairment Plans). These plans may be supplied by the Government as part of the Task Order. This Government-furnished Information (GFI) shall require contractor review and concurrence.

- A plan to cover implementation, operation and maintenance, and warranty of construction. The contractor shall report on the status of construction activities.
- Submittals such as manufacturer product cut sheets, shop drawings, installation instructions, design calculations, manufacturer engineering judgments, etc.
- Photographs and other records to the Government as a form of technical information, including requests for information.
- Identification of any observed or suspected problems, evaluating the problem and making recommendations for its correction.
- Up-to-date construction drawings (as-built drawings) indicating the current as installed conditions of fire life safety upgrades, such as fire alarm, fire dampers, smoke pressurization, mechanical installations, fireproofing, fire stopping, engineering judgements, etc., installations.
- Other plans as required under individual Task Orders such as test plans, test reports, training plans, Health and Safety Plans, Quality Assurance Plans, Impairment Plans, close out documents, etc.

C.4.3 ELECTRONIC DATA DELIVERABLES

The contractor shall be prepared to provide all deliverable and submittal data to the Volpe Center in both hard copy and electronic format. Detailed requirements will be described in the individual task orders.

C.5 CONTRACTOR PERSONNEL AND REQUIREMENTS

Experience in all categories of fire safety construction activities is required (i.e., project management and supervision, general construction, fire alarm design, installation, training and supervision, fire stopping, fire proofing, mechanical systems installation, electrical systems, etc.). Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific categories anticipated to be encountered at the site. The requirements for on-site and off-site personnel will differ for each project and shall be specifically identified in individual task orders.

Included below is a listing of personnel and required qualifications. Other disciplines not listed will be required to have comparable qualifications in their field of expertise. The personnel may be employees of either the Prime contractor or a subcontractor unless specified otherwise in this section or on an individual task order. Contractor personnel may hold dual positions on a site/project basis. Specific personnel names to complete work on site and their certifications must be provided in advance of the start of on site work.

C.5.1 PROGRAM MANAGER

The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality and shall be employed by the prime contractor. The Program Manager shall be competent, experienced and knowledgeable in the field of Fire Protection design and construction and with the specific activities identified in this contract. The Contractor shall designate a Program Manager to act as a single point of contact for coordination of program issues with the Volpe Center. The Contractor shall hold periodic status meetings and manage the implementation of all ongoing construction Task Orders and take immediate corrective action when performance does not comply with the contract requirements. The Program Manager shall oversee the management and coordination between Contractor staff, subcontractors, and the Volpe Center; development and implementation of record keeping; administrative and quality control; and project management oversight. The Program Manager shall have, as a minimum, the following qualifications:

- B.S. degree from an accredited school in engineering or construction management, or a related field;
- Or a minimum of eight (8) years Program Management experience, with a minimum of five (5) years experience on Fire protection systems design and construction Project Management;
- Minimum of five (5) years of Cost/Schedule Contracting Experience; and
- Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

C.5.2 PROJECT MANAGER

For each FLS Construction Contract task order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Program Manager may act as the Project Manager, with approval of the Volpe Center, if execution is sufficiently limited. The Project Manager, with the approval of the Volpe Center, may act at more than one site if the execution is sufficiently limited. The Contractor shall identify the PM before issuance of the task order and the PM qualifications, experience and performance history shall be satisfactory to the CO and Task Order Contracting Officer Technical Representative (TOCOTR). The Project Manager shall be single point of contact for the task order, and shall be responsible for the management and execution of the task order in accordance with the approved statement of work, drawings and specifications, approved work plans, and all federal, state, and local laws and regulations. The Contractor shall ensure coordination between the Safety and Health Manager (SHM) and the Site Safety and Health Officer (SSHO) to ensure that all site activities are performed in a safe manner. The Project Manager shall also be responsible for implementing the Contractor Quality Control (CQC) system and shall ensure that all work is performed in accordance with the quality specified in the Task Order, Work Plan, and CQC Plans. The Contractor shall also maintain close communication and coordination with the Volpe Center for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. The Project Manager shall have, as a minimum, the following qualifications:

- B.S. degree from an accredited school in engineering, construction management, or related field;
- A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience in fire safety construction;
- Cost/Schedule contracting experience; and
- Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

C.5.3 SITE SUPERVISOR

The site supervisor shall have responsibility and authority to direct work performed under each task order. The Site Supervisor shall be fully responsible for the management and execution of all site activities in exact accordance with the approved statement of work, approved work plans, engineering plans and specifications, health and safety plans, quality assurance plans, and all federal, state, and local laws and regulations. The Site Supervisor shall have, as a minimum, the following qualifications:

A minimum of six (6) years of site supervisor experience, with a minimum of three (3) years experience supervising fire protection construction projects.

The site supervisor shall ensure all security procedures, Risk Management Plans and Health and Safety are strictly adhered to. The site supervisor shall ensure proper management of the installation construction team, including adhering to dust, fume, noise, control, cell phone, and smoking and security policies on site. Meetings shall be held at start of each day to discuss work areas, and review any risk management and Health and Safety Plan procedures in effect.

C.5.4 ASBESTOS/LEAD PAINT REMEDIATION SUPERVISOR

For asbestos remediation work, the contractor shall be state licensed, and provide an AHERA certified/trained Supervisor and have a minimum one year working experience in the asbestos abatement industry and shall have demonstrable experience in asbestos air monitoring techniques, including successful completion of NIOSH-532 - sampling and evaluating airborne asbestos dust.

For lead-based paint remediation work, the contractor shall be state licensed, and have an EPA accredited/trained Supervisor and a minimum one year working experience in the lead-based paint abatement industry and shall have demonstrable experience in lead-based paint air monitoring techniques and knowledge of engineering and work practice controls which reduce lead exposure.

C.5.5 ELECTRICIAN

The electrician shall hold all licenses and permits necessary to perform this work. At a minimum, the electrical work shall be supervised by a licensed Master Electrician. If the Master Electrician is not on site at all times the journeymen work must be fully inspected by the Master Electricians prior to operation. Journeymen shall have a minimum of 5 years experience under direct supervision of a Master Electrician and have at least five (5) years of similar experience in the installation of system(s)/components of class A fire alarm systems and be familiar with NFPA 72, NFPA 70, FAA Guidelines, federal laws and all other applicable codes for a specific work task assigned. The Electrician shall be regularly engaged in the servicing, installation and testing of fire detection and alarm systems. The Master Electrician must have worked on five (5) or more large, fire alarm system installation projects in the last five (5) years. Names, locations, contacts and phone numbers for five (5) of these projects shall be provided with the submittals.

C.5.6 FIRE ALARM TECHNICIAN

The Contractor shall ensure that system design drawings, configuration, installation, programming and testing is supervised by a National Institute for Certification in Engineering Technologies (NICET) Level III (or IV) Fire Alarm Engineering Technician, trained by the manufacturer of the fire alarm system equipment to be installed (Manufacturers including Edwards Systems Technology, SimplexGrinnell, Fire Control Instruments, Siemens-Cerberus-Pyrotronics, or Notifier). Drawings must be approved/signed by the NICET Level III certified supervisor. Supervision means the NICET Level III supervisor is physically on site during all device hook ups, and panel wiring, programming and energizing of the system, and testing/cut over.

C.5.7 FIRESTOPPING/FIREPROOFING

The Contractor shall ensure for firestopping/fireproofing work that individuals hold all manufacturers' certificates of training necessary to perform this work, or otherwise be qualified by the fire stopping manufacturer as having the necessary staff, training and a minimum of three (3) years of experience in the installation of the manufacturer's products. Individuals must have at least three (3) years of experience in the installation of through-penetration fire stop systems and/or the application of sprayed fire resistive materials (SFRM) or trowel-applied fireproofing of the types to be used in this project and be familiar with the appropriate NFPA documents, FAA Guidelines, UL Listings, federal laws, and all other applicable codes. Individuals must have worked on three (3) or more similar large projects in the last three (3) years. Qualifications shall apply to specific names of personnel conducting the on-site work at the task order level.

C.5.8 PLUMBER

The plumber shall hold all licenses and permits necessary to perform this work. At a minimum, the work shall be supervised by a licensed plumber. If the licensed plumber is not on site at all times, the journeymen's work must be fully inspected by the licensed plumber prior to operation. Journeymen shall have a minimum of 5 years experience under direct supervision of a licensed plumber and have at least five (5) years of similar experience in the installation of sprinkler system(s)/components.

C.6 CONTRACTOR QUALITY CONTROL

The Contractor shall be responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with governing regulations and the contract requirements. The quality control process shall cover all phases of the design, construction activities, materials and equipment, testing, acceptance, training and warranty work, both on-site and off-site, and shall be keyed to the proposed construction activities action sequence, as described in each task order.

C.6.1 QUALITY CONTROL PLAN

The Contractor shall furnish for review and approval by the Volpe Center Contracting Officer, the Contractor's Standard Quality Control (QC) Plan to provide processes, inspections, tests and controls necessary to achieve specified quality. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. Individual QC Plans will generally be established at the task order level.

C.7 PROGRESS REPORTING

The Contractor shall maintain monthly overall progress reporting on Task Order activities. Reporting on the following as a minimum:

- Report by task order
- Labor categories, labor hours incurred and other direct cost incurred
- Deliverables completed, percent complete of individual work items
- Discussions of issues, recommendations, and planned work through next reporting period

The Contractor shall provide weekly progress reporting on individual Task Orders with the minimum reporting requirements below. Additional daily/weekly requirements may be issued at the Task Order level.

- Weekly reports both hardcopy to the Resident Engineer (RE) and electronic to the CO and TOCOTR. Issued at the agreed on weekly progress date and issued at this meeting
- Progress reporting at each individual work item level to include a description of work accomplished and percentage completed of each work item
- Subcontractor progress, areas of responsibility
- Issues/recommendations
- Advanced written requests for facilities support on matters such as lock out tag out, elevator down time, testing, drilling, etc.
- Health and Safety, Risk, or Quality Control, security access issues/resolutions
- Advanced requests for test dates, inspections, etc.
- Schedule adjustments, progress schedule must be maintained current on a weekly basis
- Copies of daily in brief meetings at start of each work day, as applicable
- Attached copy list of request for information (RFI) log

C.8 RISK MANAGEMENT PLAN

The Contractor may be responsible for preparing a Risk Management Plan (RMP) or shall be required to sign off on a government furnished RMP, to foresee risks, to estimate the effectiveness, and to create response plans to mitigate them. Risk is inherent with any project and the contractors shall assess risks continually while on site and develop plans to address them to the CO and TOCOTR, as necessary. The risk management plan shall contain an analysis of likely risks with both high and low impact, as well as mitigation strategies to help the project avoid being derailed should common problems arise. The risk management plans shall be periodically reviewed by the project team in order to avoid having the analysis become stale and not reflective of actual potential project risks. Strict adherence to Risk Management Plans will be required in order to mitigate risk. The Contractor shall:

- Maintain a staffing and program management system that will promote retention of institutional knowledge and continuity throughout the construction process;
- Maintain a communication program that will apprise key personnel executing various task orders of any significant findings that may impact ongoing or planned FLS construction activities;
- Initiate recommendations to the Task Order Contracting Officer's Technical Representative (TOCOTR) about any alternative equivalency methods;

- Immediately notify the CO and TOCOTR of any conditions encountered during the execution of a task order that may impact the FLS Construction process, including safety of workers or building occupants and provide potential solutions; and
- Exercise control over field work in conjunction with task order.

C.9 SAFETY AND HEALTH

The Contractor shall be responsible for compliance with the safety and health requirements concerning the work performed under this contract. The Contractor shall have an ongoing Safety and Health Program, meeting the most current requirements of Federal, State and local laws, regulations, and guidance. The Contractor shall also develop Safety and Health Plans for all applicable work performed under this contract, in compliance with 29 CFR 1910 and 29 CFR 1926.

C.10 OTHER

The Contractor may be required to provide other incidental services, as stated in individual task orders, necessary for successful construction project completion, such as technical support, and technology demonstrations. The contractors may be required to work side by side with other contractor projects/work activities in process, and co-ordinate work activities during these conditions of work. The requirements in this paragraph are not intended to be all-inclusive, but are for illustrative purposes only.

During construction, if the Contractor removes an existing Halon fire system, the Contractor shall comply with Executive Order 13423 entitled “Strengthening Federal Environmental, Energy, and Transportation Management”, Section VIII.B. Ozone-Depleting Substances, when disposing of the Halon. The Executive Order may be viewed at the following website: http://www.ofee.gov/eo/eo13423_main.asp.

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION AND PACKAGING (DEC 1998)

Preservation, packing, and packaging of articles called for herein shall be in accordance with good commercial practices to assure delivery at destination.

D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.arnet.gov/far> (FAR)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://www.dot.gov/ost/m60/earl/tam.htm> (TAM)

NUMBER	TITLE	DATE
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.arnet.gov/far> (FAR)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://www.dot.gov/ost/m60/earl/tam.htm> (TAM)

NUMBER	TITLE	DATE
52.242-14	SUSPENSION OF WORK	APR 1984
52-247-34	F.O.B. DESTINATION	NOV 1991

F.2 CONTRACT AND TASK ORDER PERIOD OF PERFORMANCE (JUN 2007)

A. The contract ordering period will be effective as of the date the contract is signed by the Contracting Officer and will continue in effect for period of (5) calendar years thereafter (FAR 52.216-18). Task Orders (TO) under this contract may be mutually signed by the Contractor and the Contracting Officer at any time within the five (5) years of the date of this contract provided the total contract amount is not exceeded. The actual performance of the work may extend beyond the five (5) year period, as determined by each TO, but shall not extend longer than one (1) year beyond the ordering period of the contract.

B. The period of performance, deliverables, and performance schedule for each Task Order shall be specified in each Task Order awarded under this contract.

F.3 DELIVERIES (MAR 2003)

Delivery of supplies, services, and written documents (including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant Contracting Officer (CO) and/or designated CO's Technical Representative (COTR) as specified in the task order.

F.4 MONTHLY TASK ORDER PROGRESS REPORTS (MAR 2003)

A monthly progress report shall be submitted for each task order. The Volpe Center requires that the report be submitted electronically. Unless otherwise prescribed in the task order, the report will cover the following items:

1. The work performed during the previous month.
2. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
3. Detailed technical description of the work planned for the next reporting period.

4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
5. An up-to-date schedule of the work performed and works to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.5 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Monthly Task Order Progress Reports:

1 copy CO/ACO
1 copy COTR
1 copy Task Order COTR (as applicable)

B. Technical Reports

The number of copies of the technical report and recipients of the technical report will be determined in each Task Order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the Contracting Officer or designated ACO.

F.6 MEETINGS AND ORAL PRESENTATIONS (FEB 2009)

The contractor shall meet with the Volpe Center CO, COTR, and/or TOCOTR and other personnel engaged in the Task Order at a location to be established by each Task Order to discuss critical areas revealed by the contractor's work. Such meetings may be held at the Volpe Center, the contractor's facility, or elsewhere as the situation warrants, as requested by the CO.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TAR 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (APR 2006)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order COTR (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order. The TOCOTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

U.S. Department of Transportation
RITA/John A. Volpe National Transportation System Center
55 Broadway
Cambridge, MA 02142-1001

G.3 PAYMENTS (FEB 2009)

The invoicing and payment office for all contract actions issued by the DOT/RITA/Volpe National Transportation Systems Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, Oklahoma.

The Contractor must submit all invoices, including supporting documentation, **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **e-mail** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each invoice and provide the applicable information in the fields listed below.

Invoice Date:
Supplier Name:
Invoice Amount:
Invoice Number:
Contract No.:
Task Order No:
Modification No.:
Terms/Discount:
Performance Period:
Notes:

Under indefinite delivery/indefinite quantity contracts, separate invoices must be submitted for each task.

The invoice must meet the following requirements:

- 1) Consecutively number each interim payment request beginning with No. 1 for each task;
- 2) The invoice shall include current and cumulative charges by major cost elements such as labor, overhead, subcontracts, and other direct costs. Other direct costs must be identified, e.g., travel, per diem, material, and equipment;
- 3) Invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

G.4 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.5 ORDERING (JUL 2008)

- A. During the five-year ordering period of the contract, the CO or the ACO may issue firm-fixed-price task orders in accordance with Section I.
- B. The Government will order any work to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals may issue task orders: CO and designated ACOs.
- C. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
- D. A Standard Form 30 will be used to modify task orders.
- E. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) business days of receipt.
- F. Each task order issued may incorporate the contractor's proposed performance schedule, technical and/or price proposals and will include a total firm fixed price.

Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the CO.

G.6 ORDERING PROCEDURES (JUL 2008)

- A. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:
 - 1. The Government's need for the services or construction ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
 - 2. Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;
 - 3. The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - 4. It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
 - 5. It is necessary to limit competition to meet preference program goals identified in FAR Part 19.

- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
1. When the Government requires work under the contract, a Task Order (TO) RFP shall be issued. The TORFP shall include information concerning the statement of work, guide specifications, drawings, attachments, and information pertaining to site visits, evaluation criteria and any other requirements for submission. Performance and payment bonds will be required.
 2. A written price proposal will always be required for all task orders to be issued under this contract. On competitive task orders, the TORFP may require the contractor to fill out a bid/price schedule.
 3. An Offerors attendance at any walk through that is scheduled, as part of a Task Order is considered vital to competitive and cost effective offers, and to understand the total results desired by the Government. Failure to attend walk through/site visit may not be used as an excuse for omission or miscalculation in proposals, and may be taken into consideration in determining a Contractor's eligibility to participate in future task orders. The Contractor will not be reimbursed as a direct charge for attendance during negotiations, site visits or other pre-task order costs.
 4. Upon a receipt of a TORFP, the contractor may submit a proposal to the CO, which must include the technical, price and any other information requested. The proposal must be submitted by the time specified in the request.
 5. The Government shall have the right to select the contractor based on initial proposals without discussions. The Government reserves the right to hold discussions after evaluation of initial proposals.
 6. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to Section I, TAR Clause 1252.237-73.
 7. Upon request, the Government will debrief unsuccessful offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order.

G.7 TASK ORDER OMBUDSMAN (FEB 2009)

Contractors with any complaint regarding award of individual task orders shall submit such complaint(s) to the Task Order Ombudsman, U.S. Department of Transportation, Research and Innovative Technology Administration, Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA 02142, Attn: Richard R. John; fax: (617) 494-3731; e-mail: Richard.John@dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.8 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the accounting and appropriation data from which payment shall be made.

G.9 PERFORMANCE EVALUATIONS (AUG 2008)

Performance evaluations shall be completed for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. The performance evaluation form at: <http://cps.od.nih.gov/Words/CPSConstrutionsForm.doc>, or equivalent form, shall be used.

The CO or designee will submit the completed evaluation to the contractor for comment. The contractor shall have 30 days in which to respond. The Government will consider any comments provided by the contractor before finalizing a Performance Evaluation Report and the contractor's comments will be attached to the Report.

G.10 FUNDING FOR CONTRACT MINIMUM (JUN 2007)

Pursuant to Clauses B.3 - "MINIMUM/MAXIMUM AMOUNT OF WORK" and FAR 52.216-22 - "Indefinite Quantity", the amount presently available for payment and allotted to this contract to provide for the contract minimum amount is \$2,500.00 for each intended contract. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated, as necessary, only on individual task orders.

G.11 ALLOTMENT (MAR 2003)

Pursuant to Clauses B.2 - "Minimum/Maximum Amount of Work," and FAR 52.216-22 - "Indefinite Quantity," the amount presently available for payment and allotted to this contract to provide for the contract minimum is \$2,500. This allotted amount will be applied, as appropriate, to one or more individual task orders issued under this contract. Additional funding will be allotted and obligated as necessary, only on individual task orders.

The accounting and appropriation amount currently allotted is as follows:

<u>PR Number</u>	<u>Accounting Code</u>	<u>Amount Obligated</u>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONNEL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor's operations or fault or negligence in the actions of the Contractor's agent, subcontractors or its employees shall be made good by the Contractor at its expense.

H.4 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (DEC 1998)

In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employees Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence.
- (c) Automobile Liability Insurance - \$400,000 per person, \$500,000 per occurrence bodily injury, \$20,000 per occurrence property damage.

H.5 PERFORMANCE AND PAYMENT BONDS (MAR 2009)

The contractor shall provide a letter with their proposal from their surety stating that their bonding capability is a minimum of \$1,000,000. A performance bond and payment bond each in the amount of \$2,500.00, is required to be provided within 20 calendar days after contract award. Performance and payment bonds will be required on each task order in the amount of the task order award value. The contractor shall flow down bond requirements to subcontractors as deemed necessary by the prime contractor in order to protect its interests.

H.6 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (APR 2003)

- (a) Any work under this contract which is performed by the contractor or any of its subcontractors on premises that are under direct control of the Government, is subject to the following provisions:
 - (1) Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.
 - (2) The contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.
 - (3) Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

H.7 SAFETY AND ACCIDENT PREVENTION (JULY 2003)

In performing any work under this contract on premises which are under the direct control of the Government, the contractor shall (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention proposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of the contract on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract.

H.8 SAFETY AND HEALTH (JULY 2003)

(a) In accordance with FAR 52.236-13, "Accident Prevention", referenced in Section I, reports on accidents shall be provided as follows:

The Contractor shall immediately notify and promptly report to the Contracting Officer or his representative, an accident or incident or exposure resulting in fatality, disabling occupational injury or occupational disease or contamination of property arising out of work performed under this contract. Provided, however, the Contractor will not be required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, the Contractor shall comply with any illness, incident and industry experience reporting requirements set forth in the Schedule of the contract. The Contractor will investigate all such work related incidents or accidents to persons and property to the extent necessary to positively conclude what cause or causes resulted in said accident or incident, and furnish the Contracting Officer with a report, in such form as the Contracting Officer may require, of the investigative findings, together with proposed and/or completed corrective actions.

(b) Information on the Code of Federal Regulations (CFR) requirements 'pertaining to safety and health standards, 29 CFR 1910 and 29 CFR 1926 for OSHA General Industry Safety and Health Standards and OSHA Construction Industry Standards, respectively, is available as follows:

- (1) OSHA Publication 2207, which includes a combination of the CFR requirements as they relate to construction safety and health, for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.

U.S. Department of Labor
Occupational Safety & Health Administration
JFK Federal Building, Room E340
Boston, Massachusetts 02203

H.9 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS (JUN 2008)

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1 and 5 are herein incorporated by reference in this contract.

H.10 WAGE RATES AND FRINGE BENEFITS (JUL 2008)

The Contractor shall pay as a minimum to all employees the David-Bacon wage rates and fringe benefits as set forth in each Task Order. A separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The Contracting Officer requires that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. **An additional classification action, even if undisputed, is not valid unless the Department of Labor has approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the views of all interested parties and the recommendation of the contracting officer.** Approval of the additional classification and the proposed wage rate and fringe benefits requires that the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by any classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) There is evidence of agreement on the classification and proposed wage rate among the parties involved, or the views of those involved -- the contractor(s), employees (if known) or their representative, and the contracting officer/agency -- are forwarded for consideration to the Wage and Hour Division; and
- (5) The request does not involve wage rates for apprentices or trainees.

All conformance notices should be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division should be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are met.

Any interested person requesting reconsideration of a conformance should present their request in writing accompanied by supporting data or other pertinent information to the Wage and Hour Division. The Wage and Hour Division should respond within 30 days or notify the requester within this time frame that additional time is needed.

If reconsideration of a conformance action has been sought and denied, an appeal for review may be filed with the Administrative Review Board.

H.11 SALES TAX EXEMPTION (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor may be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.12 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2002). As prescribed in 25.1102(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

Alternate II (Aug 2007). As prescribed in 25.1102(d)(3), add the definition of “Bahrainian or Mexican construction material” to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

(d) *Alternate offers.* (1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain or Mexico, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian or Mexican construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

H.13 SUBCONTRACT APPROVAL (FEB 2009)

The contractor's Subcontracting Plan dated [**to be completed at time of award for other than small business concerns**] in support of this contract, is hereby approved and incorporated herein. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the Subcontracting Plan, or, for small business firms, the companies originally proposed as subcontractors.

Only first-tier subcontractors are allowed unless the contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

The contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clauses 52-244-2, and 52.244-5 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for construction services in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75 percent (labor hours) of the contractor's current team (the Prime and previously authorized subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> (FAR)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://www.dot.gov/ost/m60/earl/tam.htm> (TAM)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	SEP 2006
52.215-2	AUDIT AND RECORDS – NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-18	ORDERING	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows:	
	(a) <u>(from date of contract award through five years)</u>	
52.216-19	ORDER LIMITATIONS	OCT 1995
	For the purposes of this clause the blank(s) are completed as follows:	
	(a) \$2,500	
	(b)(1) \$1,000,000	
	(b)(2) \$1,000,000	
	(b)(3) three calendar days	
	(d) three calendar days	

52.216-22	INDEFINITE QUANTITY	OCT 1995
	For the purpose of this clause, the blank(s) are completed as follows: (d) contractor shall not be required to make any deliveries under this contract <u>12 months after the contract period expires.</u>	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
	For the purpose of this clause, the blank is completed as follows: (c) <u>30 calendar days before expiration of the contract performance period.</u>	
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
	For the purpose of this clause, the blanks are completed as follows: (a) first blank - <u>before expiration of the contract performance period.</u> (a) second blank - <u>15 calendar days before expiration of the contract performance period.</u> (c) <u>66 months.</u>	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (applicable to all firms other than small business concerns) ALTERNATE II	APR 2008
52.219-16	LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN	OCT 2001
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	JUN 2007
52.222-3	CONVICT LABOR	JUL 2005
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION – DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-32	DAVIS-BACON ACT – PRICE ADJUSTMENT (ACTUAL METHOD)	DEC 2001
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009

52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	DEC 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS	DEC 2007
52.228-1	BID GUARANTEE (c) 1.0% or \$2,500	SEP 2006
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-15	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION	NOV 2006
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR For the purpose of this clause, the blank is completed as follows: <u>12 percent</u>	APR 1984
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2008
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.248-3	VALUE ENGINEERING - CONSTRUCTION	SEP 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I	MAY 2004 SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK	OCT 1994
1252.222-71	STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY	OCT 1994
1252.223-70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES – APPLICABLE LICENSES AND PERMITS	DEC 1997
1252.223-71	ACCIDENT AND FIRE REPORTING	APR 2005
1252.223-73	SEAT BELT USE POLICIES AND PROGRAMS	APR 2005
1252.228.73	NOTIFICATION OF MILLER ACT PAYMENT BOND PROTECTION	APR 2005
1252.236-70	SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS	OCT 1994
1252.237-70	QUALIFICATIONS OF CONTRACTOR EMPLOYEES	APR 2005
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS	OCT 1994

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Chief, Contracts and Program Support Branch, RVP-31, and shall not be binding until so approved.

I.3 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 FAR 52.225-11 BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item 2:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

Alternate I (Feb 2009). As prescribed in 25.1102(c)(3), add the following definition of “Bahrainian or Mexican construction material” to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

“Bahrainian or Mexican construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain or Mexico; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*. (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian or Mexican construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian or Mexican construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

I.5 TAR 1252.237-73 KEY PERSONNEL (APR 2005)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract are:

- (1) Program Manager (To be specified at time of award of contract)
- (2) To be specified under individual task orders

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	PAGES
J.1	Bid Bond – SF 24	2
J.2	Performance Bond – SF 25	2
J.3	Payment Bond – SF 25A	2
J.4	Affidavit of Individual Surety – SF 28	2

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 IMPORTANCE OF ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2008)

All offerors are required to register in Central Contractor Registration (CCR) and fill out Annual Representations and Certifications in Online Representations and Certifications Application (ORCA). The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially, including Certifications, since there may be no opportunity to revise offers at a later date.

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$33.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 FAR 52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 SOLICITATION PROVISIONS

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> (FAR)

<http://www.dot.gov/ost/m60/tamtar/tar.htm> (TAR)

<http://www.dot.gov/ost/m60/earl/tam.htm> (TAM)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	JAN 2004
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION For the purposes of this clause the blank(s) are completed as follows: (b) Task Order basis (e) to be determined at the Task Order level	FEB 1999

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) – FULL TEXT PROVISIONS

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

Submission of cost or pricing data is not required.

Provide information described below:

See Price and Business Proposal Instructions.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price, indefinite-delivery/indefinite-quantity contract with task orders to be issued on a Firm fixed price basis resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attn: Elizabeth A. Segal, RVP-31
 55 Broadway
 Cambridge, MA 02142-1001

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION**L.2.A PROPOSAL IDENTIFICATION**

For ease of reference, that part of an Offeror's submission covering factors other than price; Technical Understanding, Management Approach, Past Performance, Staffing, and Relevant Work Samples, will be referred to in this Request for Proposal (RFP) as the "Technical Proposal."

L.2.B AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient price proposal will impede the CO from performing a price analysis to determine probable price to the Government and reasonableness of proposed prices. If an Offeror's initial Price and Business Proposal is deficient or ambiguous, or if proposed prices are not supported or do not track to the supporting data required by the price exhibit, to the extent that a meaningful Government analysis cannot be performed, the offer may be excluded from evaluation.

L.2.C AWARD EXCLUSION

Contractors may not act as both a Prime contractor and a subcontractor under the contracts to be awarded under this solicitation. Proposals involving such teaming arrangements will be excluded from consideration.

L.2.D CONSISTENCY BETWEEN TECHNICAL AND PRICE AND BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor and other prices shown in the Price and Business Proposal and the labor and other resources included and evaluated in the Technical Proposal.

The labor rates shown on Schedule 3 and used to price the labor must be similar to the labor rates for persons whose resumes are submitted.

L.2.E EVALUATED RESOURCE LEVEL

The Government's estimated requirements are for a period of five years. For evaluation purposes, Offerors are required to price out the Government's best estimate as shown on the schedules and tables provided of the resources required to perform several task orders over a one year period. Offerors are cautioned, however, that since the Government contemplates award of three (3) to five (5) ID/IQ contracts under this solicitation, the amount of business that any one contractor will receive is not certain. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is unlikely that a single contractor will receive task order awards approaching the contract maximum.

L.2.F INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received in writing (mailed or e-mail) not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
 RITA/Volpe National Transportation Systems Center
 Attn: Elizabeth A. Segal, RVP-31
 55 Broadway
 Cambridge, MA 02142-1001

The envelope must reference the solicitation number and the mail code RVP-31. Questions may also be submitted by e-mail to Elizabeth.Segal@dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this solicitation will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror in its Offer. Consistent with the dissemination of the RFP, any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.2.G PRICE AND BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion utilize a contractor to assist in the review of Price and Business Proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

L.2.H BONDING REQUIREMENTS AND BID GUARANTEE

Offerors shall submit a letter with their proposal in the Price and Business Volume from their surety stating their bonding capability is a minimum of \$1,000,000. Offerors shall submit a bid guarantee with their proposal in accordance with FAR 52.228-1 incorporated by reference in Section I of this solicitation. Performance and Payment Bonds will be required after contract award (see Paragraph H.5).

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL AND PRICE AND BUSINESS PROPOSALS PREPARATION

L.3.A SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only." Failure to comply with these instructions will not be a basis for excusable delay for misdirected offer/bid packages.

L.3.B PROPOSAL PRESENTATION

Offerors are required to submit their proposals in two separate volumes as follows:

Volume I - Price and Business Proposal

The Price and Business Proposal must consist of the attached Standard Form 33, solicitation documents, pricing information, and Business Proposal documents.

Volume II - Technical Proposal

This volume must include information regarding Technical Understanding, Management Approach, Past Performance, Staffing, and Relevant Work Samples.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-price factors may be made strictly on the basis of technical merit.

L.3.C COPIES

You must submit one (1) Original and two (2) copies of the Price and Business Proposal (Volume I) and one (1) Original and five (5) copies of the Technical Proposal (Volume II). Offerors should ensure that their subcontractors also submit the required number of copies even if the subcontractor sends its proprietary proposal data directly to the Government.

L.3.D PROPOSAL FORMAT

1. Introductions and Purpose

This section specifies the format, which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written Technical Proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The foldout will count as two pages.

The above restrictions do not apply to the Price and Business Proposal.

3. Page Limits

The maximum number of pages that may be submitted for the Technical, and Price and Business Proposals are as follows:

Volume I - Price and Business Proposal - No Limit

Volume II - Technical Proposal - See Instructions for the Technical Proposal in L.5.A below for specific limitations and format restrictions

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed. Please do not put any markings in the spine of the binders.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Copy number

6. Title Page

The title page, which shall not count against the page limitation of the proposal of each volume, shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. REP number
- d. Name, address, and telephone number of the Offeror
- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.

L.4 INSTRUCTIONS FOR PRICE AND BUSINESS PROPOSAL

L.4.A INTRODUCTION

It is the Offeror's responsibility to provide sufficient, meaningful information and clear, detailed supporting documentation so that the Government can complete its evaluation of the proposal (including any subcontractors) and accomplish the objectives stated below without additional correspondence or communication with the Offeror.

The Government intends to make award based on initial offers without discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer.

The Contracting Officer must consider price before making contract award. The proposal will be reviewed to ensure it represents a fair and reasonable price to the Government. If the Contracting Officer determines that an Offeror's initially proposed prices do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed prices.

The Business Proposal will provide the Contracting Officer a Small Business Subcontracting Plan and with information for subcontract consent.

All information relating to pricing must be included in this volume of the proposal; under no circumstances shall pricing data be included elsewhere. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the Price and Business Proposal, or the correction of minor omissions or errors that do not alter the offer.

For evaluation purposes, Offerors are required to propose estimated prices using the hours or quantities provided. Hours should be apportioned between the Prime and its Subcontractors. Although the period of contract performance is five years, only the first year is to be priced out. For proposal purposes, offers shall assume a contract award date of July 1, 2009.

Offerors shall assume that all Task Orders will be subject to the Davis-Bacon Act. Offerors may propose more but not less than the provided rates.

Professional/Administrative Labor	Hours Per Year
Program Manager	100
Project Manager	1,000
Construction Labor	Hours Per Year
Site Supervisor	4,000
Asbestos / Lead Paint Remediation Supervisor	200
Electrician (Master and Journeyman)	3,000
Fire Alarm (Supervisor and Technician)	700
Fire Stopper / Fire Proofer	1,000
Plumber (Licensed and Journeyman)	1,000
Laborer	4,000
Total Labor	15,000

L.4.B FORMAT

In addition to the requirements set forth in Section L.3, the Price and Business Proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Business Proposal

L.4.C SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the Solicitation).

L.4.D SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as below set forth. Summary and supporting data shall be placed on the Proposal Cover Sheet and Schedules 1 through 3.

All prices, rates, factors, assumptions, and calculations must be shown and supporting rationale and documentation included.

1. Direct Labor

Provide the proposed unloaded hourly labor rates for the identified labor categories in Schedule 3. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, Davis-Bacon Wage Rates, or anticipated new-hires, etc. For those rates not based on Davis-Bacon, show how company categories are mapped to the RFP categories.

For proposal preparation purposes only, Offerors shall apply half of the above labor hours to each of the following two locations: Fairfield, New Jersey and Pasco, Washington.

Current labor and salary data except Davis Bacon Wage Rates, should be escalated to the performance period.

2. Indirect Rates and Cost of Money

Offerors should show all rates it uses in accordance with its established practices. Provide the basis of each rate.

Fringe Benefits	%
Home Office Overhead	%
Job-Site Overhead	%
General & Administrative Expenses	%
Cost of Money	%

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal.

3. Other Offeror-Estimated Other Direct Costs (ODC)

Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort which are not otherwise included in the Government's estimates or included in the Offeror's overhead. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior written Contracting Officer approval.

4. Subcontracts

Subcontractors must submit a Price and Business Proposal in accordance with the Price and Business Proposal instructions in this section. All subcontractors must follow the same proposal instructions as the Prime except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

5. Escalation

Current labor and salary data should be escalated to the performance period. Show all calculations.

6. Profit

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed profit for reasonableness. The Offeror is reminded that the profit percent proposed in its price proposal will be "fixed" for all five years as a maximum in Section B, Paragraph B.2.B. above.

7. Schedules

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Schedule 1: "Proposal Cover Sheet"

Schedule 2: "Summary of Proposed Prices and Profit"

Schedule 3: "Summary of Proposed Direct Labor Cost"

SCHEDULE 1

PROPOSAL COVER SHEET						1. SOLICITATION/CONTRACT/MODIFICATION NUMBER DTRT57-09-R-20008			
2a. NAME OF OFFEROR						3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS						3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS									
2d. CITY		2e. STATE		2f. ZIP CODE		3c. TELEPHONE		3d. FACSIMILE	
						AREA CODE		NUMBER	
						AREA CODE		NUMBER	
4. TYPE OF CONTRACT OR SUBCONTRACT <i>(Check all that apply)</i> <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> OTHER						5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR _____ PRIME OFFEROR'S NAME			
6. ESTIMATED PRICE AND PROFIT INFORMATION									
A. ESTIMATED PRICE									
B. PROFIT									
C. TOTAL PRICE									
7. PROVIDE THE FOLLOWING									
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY						NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS						STREET ADDRESS			
CITY		STATE		ZIP CODE		CITY		STATE	
PHONE	AREA CODE	NUMBER				PHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER				FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT						NAME OF CONTACT			
PROPERTY SYSTEM						APPROX DATE OF LAST AUDIT			
<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed						PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
PURCHASING SYSTEM						ACCOUNTING SYSTEM			
<input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract; administrative agency and determined not acceptable; <input type="checkbox"/> Never reviewed						<input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited			
						OFFEROR'S FISCAL YEAR			
8a. NAME OF OFFEROR <i>(Typed)</i>						9. NAME OF FIRM			
8b. TITLE OF OFFEROR <i>(Typed)</i>									
10. SIGNATURE						11. DATE OF SUBMISSION			

SCHEDULE 2**SUMMARY OF PROPOSED PRICES AND PROFIT**

Cost	Rate	Amount	Note
Program Manager		\$	See L.4.D.1
Fringe Benefits	%	\$	See L.4.D.2
Home Office Overhead	%	\$	See L.4.D.2
Project Manager		\$	See L.4.D.1
Fringe Benefits	%	\$	See L.4.D.2
Field Overhead	%	\$	See L.4.D.2
Construction Labor		\$	See L.4.D.1
Fringe Benefits	%	\$	See L.4.D.2
Field Overhead	%	\$	See L.4.D.2
Subcontracts:			
1.		\$	
2.		\$	
Total Subcontracts		\$	
Offeror Estimated ODC		\$	
ODC Burden			
Subtotal		\$	
G&A	%	\$	See L.4.D.2
Total Estimated Price		\$	
Profit	%	\$	
Total Price		\$	

SCHEDULE 3**SUMMARY OF PROPOSED DIRECT LABOR COST**

Labor Category	Hours	Amount
Professional / Administrative Labor		
Program Manager		\$
Field Site Labor		
Project Manager		\$
Total Professional / Administrative Labor Field Site		\$
Construction Labor		\$
Site Supervisor		\$
Asbestos / Lead Paint Remediation Supervisor		\$
Electrician (Master and Journeyman)		\$
Fire Alarm (Supervisor and Technician)		\$
Fire Stopper / Fire Proofer		\$
Plumber (Licensed and Journeyman)		\$
Laborer		\$
Total Labor		\$

L.4.E SECTION III - BUSINESS PROPOSAL

Subcontract Consent

All Offerors must comply with the consent requirements of FAR clause 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the Prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed profit under each subcontract is reasonable.

Offerors will have to use their best judgment in allocating labor hours between the Prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the Technical and Price and Business Proposals.

Since it is uncertain how much business each Prime contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts should be placed on an IDIQ basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the Prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 5,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a Prime contract other than what is reasonable to cover the varied requirements under this contract.

Offerors are reminded that profit earned by subcontractors is reflected as part of subcontractor price in the Offeror's Price and Business Proposal. The Government anticipates that subcontracts will be predominantly firm-fixed-price.

Information required for subcontract consent must be submitted as part of the Price and Business Proposal. However, the Offeror may refer to information in its Price and Business Proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. In addition, Offerors submitting Small Business Subcontracting Plans must address the Veteran-Owned Small Business goal as required by FAR 52.219-9.

The Government has established the following goals for this procurement:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Businesses	37.0%
Awards to Small Disadvantaged Businesses	13.0%
Awards to Women-Owned Businesses	5.0%
Awards to HUBZone Businesses	3.0%
Awards to Veteran-Owned Small Businesses (VOSB) (to include Service-Disabled VOSB)	3.0%

Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.

Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward three of the five goals.

Small business offerors are exempted from the subcontracting plan submission and will automatically receive a successful evaluation credit towards subcontracting goals.

Small Disadvantaged Business Evaluation

In accordance with FAR Subpart 19.12, Offerors must address the extent of participation of small disadvantaged business (SDB) concerns with their offers. SDB target participation must be expressed as dollars and percentages of total contract value, in each of the applicable, authorized North American Industry Classification System (NAICS) Industry Sub-sectors, and a total target for SDB participation by the Contractor. SDB targets will be incorporated into any resulting prime contract and contractors will be required to report SDB participation. Offerors shall describe how they derived the SDB targets.

Offerors shall describe their plan or efforts undertaken to utilize SDBs. Offerors shall also explain their rationale as to why the percentage being utilized is appropriate for their company.

L.5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

L.5.A INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

1. Content

Your technical proposal should be comprehensive and explicit. All qualifications, experience, and capability should relate to the services required by the Work Statement. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

2. Page Limits

The maximum number of pages that may be submitted is as follows:

- A. Technical Understanding: The total overall page limit is six (6) pages.
- B. Management Approach: The total overall page limit is six (6) pages.
- C. Past Performance: The total overall page limit for the summaries of the Offeror's five (5) most relevant contracts is 15.
- D. Staffing: The total overall page limit for discussion of Staffing (exclusive of resumes), including the matrix is six (6) pages.
- E. Relevant Work Samples: There is no limit to the number of pages for the work samples.

See Section L, Paragraph L.3.D for format restrictions.

L.5.B PARTS OF THE TECHNICAL PROPOSAL

The factors for evaluation are described below.

A. TECHNICAL UNDERSTANDING

The Offeror's shall submit a written discussion addressing their technical understanding to support the subject areas identified in the solicitation. In addition, each Offeror is required to explain the approach it would use to efficiently support work conducted in any US state, US territory, and/or US outlying area.

Technical Understanding:

- (1) Technical understanding of fire safety retrofit and construction tasks for air traffic control towers or similar facilities.
- (2) Technical understanding of application of fire safety codes.
- (3) Copy of the General Contractor's license.

The total overall page limit for discussion of Technical Understanding is six (6) pages, exclusive of the copy of the General Contractor's license.

B. MANAGEMENT APPROACH

The Offeror's shall submit a written discussion addressing their management approach to support the following subject areas identified in the solicitation. In addition, each Offeror is required to explain the approach it would use to efficiently support National area coverage.

Management Approach

- (1) Management approach to providing the most economical concurrent responses to task requirements involving National coverage to various customers and facility locations requiring project management and construction workers to support various projects. Offerors must demonstrate the ability to provide economical and concurrent labor category coverage at a National level for at least two concurrent projects underway.
- (2) Management approach to meeting the technical requirements in the task order SOW. Management approach to close out a project shortly after the construction is completed. This includes timely submission of all data deliverables.
- (3) Management approach to cost and schedule control of task performance to ensure on time and within cost deliverables. Offerors must demonstrate the effectiveness of its approach to monitoring cost and schedule, including its approach for "get well" plans.

The total overall page limit for discussion of Management Approach is six (6) pages.

C. PAST PERFORMANCE

The Offeror shall submit its past performance information for both the Offeror and major (over 20 percent of the price in the Price/Business Proposal) proposed subcontractors. The Offeror shall submit this past performance data as a separate part of its proposals and it shall be clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Offeror may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance.

The Offeror must provide a list of the five (5) most relevant contracts that it and/or its major proposed subcontractors are currently performing or have completed within the past three (3) years with a value over \$100,000 with the Federal Government. The Offeror must select the five (5) contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. The Government will accept past performance for contracts with a value less than \$100,000 if the Offeror considers the contracts relevant in demonstrating its ability to perform the proposed effort.

If the Offeror can demonstrate that including information on the five (5) most relevant contracts with the Federal Government over \$100,000 would create an undue burden on the Offeror, then the list may be reduced to reflect contracts that for which data are readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that the most relevant contracts with the Federal Government over \$100,000 relevant to the Statement of Work were included.

The Offeror's list of five (5) most relevant contracts must include the following information for each contract:

1. Name and address of customer.
2. Contract number.
3. Contract type.
4. Total contract value.
5. Description of contract work.
6. Contracting Officer's address, telephone number and e-mail address.
7. Contracting Officer's Technical Representative's address, telephone number and e-mail address.
8. Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6).
9. List of major subcontractors.
10. Assessment of relevance to requirements identified in this solicitation.
11. Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the most relevant contracts as cited by the Offeror. Copies of reports on other than these contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

In submitting relevant past performance information, the Offeror may include information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the cited contracts by no later than the due date for receipt of proposals.

If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for making all reasonable efforts to ensure that a copy of the performance evaluation report is provided directly to the Volpe Center CO or designee by the appropriate contracting activity's responding official by no later than the due date for receipt of proposals. If the contracting activity has not developed its own past performance evaluation report form, please refer that contracting activity to the Contractor Performance Report format found at National Institutes of Health Contractor Performance System website at: <http://cps.od.nih.gov/Words/CPSConstrutionsForm.doc>. This format, including the associated numeric ratings and criteria, should be used to submit the required past performance information for the proposal. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors.

The Government reserves the right to obtain additional information of relevant past performance history from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) that is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror which will be given a limited period in which to provide a response. If no response is received from the Offeror within the specified timeframe, the negative past performance information will be evaluated as submitted.

If the Offeror has no relevant past performance history, it must affirmatively so state in its proposal. Offerors that state they have no relevant past performance history and Offerors that are unable to provide relevant past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

If the Offeror does not include relevant past performance history or does not affirmatively state that no relevant past performance history exists or can be obtained, the Offeror's proposal may be ineligible for award.

Although past performance information from Federal Government sources is desirable, the agency encourages past performance information from any source, including those from State and Local Governments.

Offerors must send a Client Authorization Letter, included below as Exhibit A, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references by no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.

The overall page limit for the list of five (5) most relevant contracts (including any information on the problems encountered on the contracts) is 15 pages. This page limit does not apply to any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[*Company Name*]
[*Street Address*]
[*City, State/Province Zip/Postal Code*]
[*Date*]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. DTRT57-09-R-20008 for the procurement of Fire Life Safety Construction Support Services. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[*Your name*]
[*Your position*]

D. STAFFING

The Offeror shall demonstrate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, any necessary licenses or certifications required, and qualifications relevant to the functional area requirements of the Statement of Work and in accordance with the Personnel Qualifications shown in Section C. Resumes shall be submitted in accordance with the requirements outlined below.

(1) Key Personnel and Resumes

The Offeror will identify Key Personnel available to support the Volpe Center program needs, as shown in the following table:

Key Personnel Labor Category	Number of Resumes	
	Minimum	Maximum
Program Manager	1	1

In addition, the Offeror shall provide representative resume(s) for the following labor categories:

Labor Category	Number of Resumes	
	Minimum	Maximum
Project Manager	1	3
Site Supervisor	1	3

Each resume shall be no longer than three (3) pages, and the total maximum number of resumes shall be no more than three (3) for each position as shown in the above table.

(2) Technical Staffing Matrix

The Offeror must provide a matrix with explanatory description detailing how the Offeror will support the technical work items identified in Section C (e.g., fire stopping, fire alarm, sprinkler, etc.). This Technical Staff Matrix shall include the name, company affiliation (i.e., prime or subcontractor), certifications and years of relevant experience and intended geographic locations for each proposed skill. The explanatory description for this Matrix must address the Offeror's plan for providing the necessary and appropriate staffing to accomplish potentially concurrent tasks in the areas specified in the Statement of Work in Section C, and in various geographic locations throughout the continental United States, Alaska, and Hawaii.

The total overall page limit for discussion of Staffing (exclusive of resumes), including the matrix is six (6) pages.

E. RELEVANT WORK SAMPLES:

The Offeror shall submit the following work samples and accompanying supporting information (e.g. – discuss clear statement of objective, labor category(s) assigned and relevant experience to meet the objective(s), work approach, Quality Assurance (QA) process and schedule duration to complete). Work samples shall be relevant to the types of work described in the Statement of Work in Section C. The relevant samples provided should demonstrate the Offeror's ability to complete similar tasks to be ordered under the contract. One paper copy of each sample is sufficient. Offerors must demonstrate the relevance of the samples to the SOW functional areas and Volpe Center customers, as well as the effectiveness of the technical approach, the technical quality and comprehensiveness of the work samples, and the presentation (style/grammar/clarity) of the work samples.

- (1) Provide a work sample of a project work plan. Discuss the existing conditions and describes the methods and procedures that will be used to satisfy the statement of work. Also show an example schedule of tasks, milestones, deliverables, progress meetings, labor loading and budget schedules, and travel requirements for each task.
- (2) Provide a work sample of a quality control plan. Discuss all construction, upgrades, design, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents.
- (3) Provide a work sample of a fire life safety related shop drawing showing the quality of the drawing details which shall be typical under this contract.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

M.1.A BASIS FOR AWARD

Award will be made to those responsive and responsible Offerors whose offers provide the best value to the Government, based on the Technical Proposal, the Price and Business Proposal, and other factors as listed elsewhere in Section M. The Government intends to make a total of three to five awards but reserves the right to make fewer or more or no awards if it is in the best interest of the Government. It is the Government's intent to make award(s) based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.1.B ORDER OF IMPORTANCE

The technical evaluation factors that are addressed in the Technical Proposal (see Section L and below), when combined, are significantly more important than price in the selection of a contractor for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the Price and Business Proposal. As the difference in ratings of submitted Technical Proposals decreases, the importance of the evaluated price will increase. When the Technical Proposals are evaluated as essentially equal, price may become the determining factor in making an award.

M.2 TECHNICAL PROPOSAL EVALUATION

M.2.A GENERAL

The Offeror's Technical Proposals will be evaluated in accordance with the factors described below.

The Technical Proposal will consist of a written submission covering Technical Understanding, Management Approach, Past Performance, Staffing, and Relevant Work Samples. These five (5) factors are of equal importance.

M.2.B FACTORS FOR EVALUATION

The factors for evaluation are:

Technical Understanding. Evaluation of this factor is to assess the Offeror's (1) technical understanding of fire safety retrofit and construction tasks for air traffic control towers or similar facilities, (2) technical understanding of application of fire safety codes, and (3) a copy of the General Contractor's license. These three subfactors are of equal importance.

Management Approach. Evaluation of this factor is to assess the Offeror's (1) management approach to providing the most economical concurrent responses to task requirements involving National coverage to various customers and facility locations requiring project management and construction workers to support various projects. Offerors must demonstrate the ability to provide economical and concurrent labor category coverage at a National level for at least two concurrent projects underway; (2) management approach to meeting the technical requirements in the task order SOW. Management approach to close out a project shortly after the construction is completed. This includes timely submission of all data deliverables; and (3) management approach to cost and schedule control of task performance to ensure on time and within cost deliverables. Offerors must demonstrate the effectiveness of its approach to monitoring cost and schedule, including its approach for "get well" plans. These three subfactors are of equal importance.

Past Performance. Evaluation of this factor is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the Work Statement. The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) quality of product/service; (2) cost control; (3) timeliness of performance; (4) effectiveness of management / business relations; (5) compliance with labor standards; and (6) compliance with safety standards. These six subfactors are of equal importance.

Only relevant past performance history will be considered. The Government will determine relevance of past performance information based on the similarity of the nature of the previous work to the current requirements (See Section C), the dollar value of the previous efforts, and the currency of the prior work (See Paragraph L.5.B.).

If the Offeror does not include relevant past performance history or does not affirmatively state that no relevant past performance history exists or can be obtained, the Offeror's proposal may be rated unacceptable for this factor.

Staffing. Evaluation of this factor is to assess (1) the qualifications of the proposed Key Personnel and representative resumes in terms of technical expertise, experience, education, any necessary licenses or certifications required, and qualifications relevant to the functional area requirements of the SOW; and (2) the depth, breadth and geographic availability of technical staff, as demonstrated in the Technical Staffing Matrix and explanatory description submitted by the Offeror. These two subfactors are of equal importance.

Relevant Work Samples. Evaluation of this factor is to assess the Offeror's work samples on the relevance of the samples to the SOW functional areas and Volpe Center customers, the effectiveness of the technical approach, the technical quality and comprehensiveness of the work samples, and the presentation (style/grammar/clarity) of the work samples.

M.3 PRICE AND BUSINESS PROPOSAL EVALUATION

The Price and Business Proposal will not be numerically scored. The Contracting Officer must consider price before making contract award. The price proposal will be reviewed to ensure it represents a fair and reasonable price to the Government. If the Contracting Officer determines that an Offeror's initially proposed prices do not reflect what it would reasonably price that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed prices. The adjusted price will be used in the selection decision. The Government will review the business proposal for acceptability. An acceptable Subcontracting Plan must be submitted.

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed profit for reasonableness.

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE </div> <div> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION </div> </div> STATE OF INCORPORATION
--	--

SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE

CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY C	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY E	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY G	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045												
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405														
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <div style="display: flex; justify-content: space-around;"> <div><input type="checkbox"/> INDIVIDUAL</div> <div><input type="checkbox"/> PARTNERSHIP</div> </div> <div style="display: flex; justify-content: space-around;"> <div><input type="checkbox"/> JOINT VENTURE</div> <div><input type="checkbox"/> CORPORATION</div> </div> STATE OF INCORPORATION													
SURETY(IES) <i>(Name(s) and business address(es))</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center; font-weight: normal;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width: 25%;">MILLION(S)</td> <td style="width: 25%;">THOUSAND(S)</td> <td style="width: 25%;">HUNDRED(S)</td> <td style="width: 25%;">CENTS</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> </table> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 45%;">CONTRACT DATE</div> <div style="width: 50%;">CONTRACT NO.</div> </div>		PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
PENAL SUM OF BOND														
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS											

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.	2.	3.	Corporate Seal	
	(Seal)	(Seal)	(Seal)		
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.	2.			
	(Seal)	(Seal)			
NAME(S) <i>(Typed)</i>	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (MVA), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP Code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME - BUSINESS -

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
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12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print)	d. SIGNATURE	
		e. MY COMMISSION EXPIRES

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts must complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety must have the completed form notarized.
2. No corporation, partnership, or other unincorporated association or firm, as such, is acceptable as an individual surety. Likewise, members of a partnership are not acceptable as sureties on bonds that a partnership or an association, or any co-partner or member thereof, is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond that this affidavit supports.
3. United States citizenship is a requirement for individual sureties for contracts and bonds when the contract is awarded in the United States. However, when the Contracting Officer is located in an outlying area or a foreign country, the individual surety is only required to be a permanent resident of the area or country in which the contracting officer is located.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person must sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of a firm, partnership, or joint venture, or an officer of the corporation involved.